

TROUTMAN SANDERS LLP

ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP

401 9TH STREET, N.W.
SUITE 1000
WASHINGTON, D.C. 20004-2134
www.troutmansanders.com
TELEPHONE: 202-274-2950

Sandra L. Brown
sandra.brown@troutmansanders.com

Direct Dial: 202-274-2959
Fax: 202-654-5603

June 30, 2004

RECORDATION NO. 25032-A FILED

JUN 30 '04

4-45 PM

SURFACE TRANSPORTATION BOARD

VIA HAND DELIVERY

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Room 704
Washington, D.C. 20423

RE: Rail Recordation No. _____, and _____-A
Coal Railcars Operated by Georgia Power Company

Dear Secretary Williams:

I am enclosing herewith an original and one duplicate original of a primary document, and an original and one duplicate original of a secondary document, described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code, as well as an additional copy of each document to be stamped and returned to the person delivering this filing. A description of the equipment covered by these documents follows hereafter.

Primary Document: The primary document is an Equipment Leasing Agreement dated June 30, 2004.

The names and addresses of the parties to the primary document are as follows:

Lessee:
Georgia Power Company
c/o Southern Company Services, Inc.

ATLANTA • HONG KONG • LONDON • NORFOLK • RICHMOND
TYSONS CORNER • VIRGINIA BEACH • WASHINGTON, D.C.

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270 Peachtree Street, N.W., Suite 2000
Atlanta, GA 30303

Lessor:

BTM Capital Corporation
111 Huntington Avenue, Suite 400
Boston, MA 02199

A description of the equipment covered by this document is as follows:

699 coal cars with 4,400 cubic foot capacity, non-rotary aluminum, AAR Mechanical Designation HTS, AAR Car Type Code K341, manufactured by Johnstown America Corporation, marked with reporting mark HYWX. The individual cars covered by this document are identified in the Lease Supplement No. 1 filed herewith.¹

Summary for the index: The primary document is an Equipment Leasing Agreement between BTM Capital Corporation ("Lessor") and Georgia Power Company ("Lessee"), of the addresses shown above, dated June 30, 2004, and covering 699 coal cars with 4,400 cubic foot capacity, non-rotary aluminum, AAR Mechanical Designation HTS, AAR Car Type Code K341, manufactured by Johnstown America Corporation, marked with reporting mark HYWX. The individual cars covered by this document are identified in the Lease Supplement No. 1 filed herewith.

Secondary Document: There is one secondary document also filed herewith that relates to the Equipment Leasing Agreement, which is:

1. Lease Supplement No. 1, relating to the Equipment Leasing Agreement between BTM Capital Corporation ("Lessor") and Georgia Power Company ("Lessee"), of the addresses shown above, dated June 30, 2004, and covering HYWX 2001 through 2700 (inclusive), excluding car no. HYWX 2414, which was destroyed.

¹ These 699 coal cars were previously recorded under Recordation Nos. 22798, 22798-A, 22798-B, 22798-C and 22798-D. Recordation No. 22798 and its affixes (Recordation Nos. 22798-A, 22798-B, 22798-C, and 22798-D) originally contained 700 coal cars. However, car no. HYWX 2414 (filed under Recordation No. 22798-C) was destroyed.

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Summary for the index: The secondary document is Lease Supplement No. 1 to the Equipment Leasing Agreement between BTM Capital Corporation ("Lessor") and Georgia Power Company ("Lessee"), dated June 30, 2004, covering 699 coal cars with 4,400 cubic foot capacity, non-rotary aluminum, AAR Mechanical Designation HTS, AAR Car Type Code K341, manufactured by Johnstown America Corporation, and covering HYWX 2001 through 2700 (inclusive), excluding car no. HYWX 2414, which was destroyed.

The names and addresses of the parties to the foregoing secondary document are the same as the parties to the primary document.

Enclosed please find a check for this filing in the amount of \$60.00. Please return all enclosed documents not needed by the Board for recordation to the person delivering this filing.

Sincerely yours,

Sandra L. Brown (VBB)
Sandra L. Brown
Virginia Brunelli Balestrieri
Attorneys for Georgia Power Company

Enclosures

RECORDATION NO.

25032A FILED

Filing Version

JUN 30 '04

4:45 PM

LEASE SUPPLEMENT NO. 1

SURFACE TRANSPORTATION BOARD

(This is counterpart no. 2 of five serially numbered manually executed counterparts)

This Lease Supplement is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions, of, the Equipment Leasing Agreement (as amended and supplemented from time to time, the "Lease") dated as of June 30, 2004, between the undersigned as Lessor and Lessee.

Lessee hereby (a) acknowledges and certifies that (i) each Item of Equipment described below or on any Schedule attached hereto has been selected by, delivered to, and inspected by, Lessee, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item, and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for and is in good working order, repair and condition; and (b) unconditionally and irrevocably accepts each such Item for lease under the Lease on the date hereof.

Lessor and Lessee hereby agree that each Item of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; that the Term with respect to each such Item commences on the date hereof, and that such date is the "Closing Date"; and that Acquisition Cost for all Items of Equipment covered by this Lease Supplement is as set forth below.

Lessee hereby agrees to pay the Basic Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified in the Lease, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 21 of the Lease and in any related certificate delivered to Lessor are true and correct on the date hereof.

All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

1. Description of Items of Equipment covered by this Lease Supplement:
Johnstown America Corporation specification 1400-849AR Non-Rotary
Aluminum Autoflood II Car 4,400 Cubic Foot Capacity Coal Cars
2. Quantity:
699
3. A.A.R. Mechanical Designation
AAR Mechanical Designation - HTS
AAR Car Type Code - K341
4. Reporting Marks and Car Nos.: As set forth on Schedule II hereto.
5. Acquisition Cost for each Item of Equipment: As set forth on Schedule II hereto.
6. Closing Date/Basic Term Commencement Date: June 30, 2004
7. Basic Term: 7 years commencing on the Basic Term Commencement Date.
8. Renewal Term: 5 or 10 years, at Lessee's option, subject to the terms of Section 28(a).

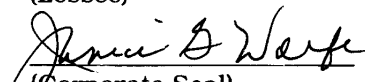
9. Certain Values:

<u>Expiration of:</u>	Estimated Residual Value <u>Percentage:*</u>	Maximum Lessee Risk <u>Percentage:*</u>	Maximum Lessor Risk <u>Percentage:*</u>
Basic Term	[Percentage on file with Lessor]	[Percentage on file with Lessor]	[Percentage on file with Lessor]
Renewal Term (if any)	TBD	TBD	TBD

* Expressed as a percentage of the Acquisition Cost of each Item of Equipment

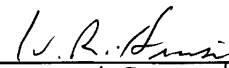
IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of June 30, 2004.

Attest:
(Lessee)


(Corporate Seal)

Lessee:

GEORGIA POWER COMPANY

By 
Name: W. Ron Hinson
Title: Vice President & Comptroller

Attest:
(Lessor)

(Corporate Seal)

Lessor:

BTM CAPITAL CORPORATION

By _____
Name:
Title:

THIS IS COUNTERPART NO. 2 OF FIVE SERIALY-NUMBERED MANUALLY-EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this 30th of June, 2004, before me personally appeared W. Ron Hinson in Fulton County, Georgia, to me personally known, who being by me duly sworn, says that [s]he is the V.P. & Controller of **Georgia Power Company**, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Glenn M. Perkins
Notary Public

[NOTARIAL SEAL]



My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of June 30, 2004.

Lessee:

Attest:
(Lessee)

GEORGIA POWER COMPANY

(Corporate Seal)

By _____

Name:

Title:

Lessor:

Attest:
(Lessor)

BTM CAPITAL CORPORATION

Malcolm B. Collins
(Corporate Seal) Asst. Secretary

By *John F. McCarthy*

Name: John F. McCarthy

~~His~~ Title: Vice President

THIS IS COUNTERPART NO. 2 OF FIVE SERIALY-NUMBERED MANUALLY-EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY SUFFOLK)

On this 30th day of June, 2004, before me personally appeared John F. McCarthy in the County of SUFFOLK, State of MASSACHUSETTS, to me personally known, who being by me duly sworn, says that [s]he is the Vice President of **BTM Capital Corporation**, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen Cassidy
Notary Public

[NOTARIAL SEAL]

My commission expires: August 21, 2009

SCHEDULE I
TO LEASE SUPPLEMENT NO. 1

Casualty Loss Values

Percentage

Rent Payment Date

SCHEDULE II TO
LEASE SUPPLEMENT NO. 1

Car Number and Acquisition Cost

<u>Car Number</u>	<u>Acquisition Cost</u>
HYWX 2001 through HYWX 2413, and HYWX 2415 through HYWX 2700	